

This Terms of Use (together with our Privacy Policy [add link to the Privacy Policy], incorporated herein by reference, the "Agreement") is a legal agreement between you and TokensGate Limited ("TOKENSGATE" or "we"). By accessing our website TOKENSGATE.com or CLOUD.TOKENSGATE.com (the "Site"), you agree to comply with and be legally bound by the Agreement. If you do not agree, please do not access our Site. Our Site is not for minors (persons under 21 or under the legal age in your jurisdiction). If you are minor, then please do not use the Site.

TOKENSGATE is an online blockchain technology-based assets management platform. We provide a blockchain tools that allows to create Asset management wallets for Tokens investments compatible with ERC-20 protocol (the "Services"). The Service operates as a tool that use Ethereum Blockchain and it's Smart Contracts functionalities to build investment wallets that are owned by Tokensgate clients and operated ("Managed") by Tokensgate System and Personel. We make no representations about the quality, safety, morality or legality of any project or the truth or accuracy of any Tokens that appears on our system wallets. We do not guarantee that provided tokens will be used as promised or that the projects will reach their goals.

You may view TokensGate Smart Contracts without registering with use of Ethereum Blockchain, but as a condition for certain aspects of the Service, you may be required to register on the Site and create an account. This process includes starting new contracts, managing new contracts. When creating an account, you represent and warrant that:

- (a) all information you submit is truthful, current, complete and accurate;
- (b) your use of the Service does not violate any applicable law or regulation; and
- (c) you are at least 21 years of age (or a legal age in your jurisdiction) or have received parental consent and supervision when using the Service and your parent or legal guardian also agrees to be bound by this Agreement and agrees to be responsible for your use of the Service.

We reserve the right to terminate your account and your use of the Site at any time, for any reason at our sole and absolute discretion.

If you are a Client, you represent and warrant that any cryptocurrency transfer that you make through TOKENSGATE is legal in your jurisdiction. We will not be held liable for any loss or damages due to your non-compliance.

Further, you agree that your use of the Service and reliance upon any of the materials available at the Site is solely at your own risk. You should ask questions and investigate to the extent you feel is necessary before you make a cryptocurrency transfer to Tokensgate smart contracts. While we take reasonable efforts to review projects that offer tokens for compliance with the eligibility requirements, we do not verify, endorse or control any of the information on the Site (outside of official documentation). All cryptocurrency transfers are made voluntarily and at your sole discretion and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this agreement.

Intellectual Property

The Site contains trademarks, service marks and domain names owned by TOKENSGATE or other third parties. Unless specifically noted that such trademarks, service marks or domain names belong to a third party, TOKENSGATE owns all trademarks, service marks and domain names displayed on the Site, whether registered or unregistered, including but not limited to, the name TOKENSGATE, our logo, our design patterns and our other graphics, TOKENSGATE.com website trade dress, and other indicia of origin of TOKENSGATE products and services. The use of our intellectual property is strictly prohibited, unless we have granted our prior written consent.

The content of the Site, including text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and any other works of authorship, both individually and as they are compiled on the Site (the "Content"), and software used on this Site, are the property of TOKENSGATE or third parties, and are protected by copyright and other Singapore and foreign intellectual property and related laws, rules and regulations. The Content includes both material owned or controlled by TOKENSGATE ("TOKENSGATE Content"), and material owned or controlled by third parties and licensed to TOKENSGATE, including User Content (as described below). Any use of the Content not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any of the Content.

Prohibited Activities

By accessing and using the Site, you agree that you will not use the Site and the Service for any unlawful or prohibited purpose. You may not attempt, through any means, to gain unauthorized access to any part of the Site or the Service, other account, computer system or network connected

to our server. TOKENSGATE reserves the right, in its sole and absolute discretion, to monitor any and all use of the Site and remove any User Content at any time.

Without limiting the foregoing, you will not use the Site and the Services to:

(a) post or otherwise transmit any User Content that (i) is unlawful, false, misleading, inaccurate, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or that encourages conduct that would be considered a criminal offense, give rise to civil liability, or is otherwise objectionable; (ii) depicts or advocates the use of illicit drugs; (iii) makes use of offensive language or images; (iv) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (v) poses or creates a privacy or security risk to any person; (vi) infringes any intellectual property or other proprietary rights of any party; (vii) are "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (ix) in the sole judgment of TOKENSGATE, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose TOKENSGATE or its users to any harm or liability of any type;

(b) violate any applicable local, state, national, international or other law or regulation, or any order of a court, including without limitation, rules about intellectual property rights, the Internet, technology, data, email or privacy;

(c) access the Site and the Content from territories where such website and consent are illegal or strictly prohibited;

(d) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

(e) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

(f) interfere with, disrupt or damage the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(g) use the Services to transmit, distribute, post or submit any information concerning any other person without their permission;

(h) harvest or collect email addresses or other contact information of other Users by electronic or other means without their consent;

(j) "stalk" or harass any other User or collect or store any information about any other User;

(k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;

(l) register for more than one user account or register for a user account on behalf of an individual other than yourself;

(m) transfer or sell your account and/or username to another party;

(n) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(o) use automated scripts to access, search collect information or otherwise interact with the Services (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;

(p) other than with respect to your own User Content, (i) use, reproduce, duplicate, copy, sell, resell or exploit the Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in the Content;

(q) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction;

(r) modify, translate, or otherwise create derivative works of any part of the Service; or

(s) advocate, encourage, or assist any third party in doing any of the foregoing.

Password and Account Security

You are solely responsible for maintaining the confidentiality of your password associated with your account. Accordingly, you understand and agree that you are solely responsible for any and all activities that occur under your account.

You agree to

(a) immediately notify us at info@TOKENSGATE.com of any unauthorized use of account or any other breach of security, and

(b) ensure that you log off and exit from your account at the end of each session when accessing the Services. TOKENSGATE will not be liable for any loss or damage arising from your failure to comply with this section.

License fees

Creating an account on TOKENSGATE is free.

TOKENSGATE charge fees for contracts according the current Tokensgate Contract Agreement

Disclaimer of Warranties

ALL INFORMATION AVAILABLE AT OUR SITE IS PROVIDED ON "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TOKENSGATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SITE AND THE SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE SERVICES YOU OBTAIN THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, WILL BE OF A CERTAIN QUALITY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR THE TECHNOLOGY THAT MAKES IT AVAILABLE, ARE IMMUNE TO HACKER ACTIVITY, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE AND SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU (AND NOT WE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT TOKENSGATE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS POSTED ON THE SITE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL TOKENSGATE (FOR PURPOSES OF THIS SECTION, "TOKENSGATE" OR "WE" INCLUDES TOKENSGATE'S EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, REPRESENTATIVES OR AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE AND THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION THROUGH THE SITE, INJURY TO PERSONAL PROPERTY, BODILY INJURY OR EMOTIONAL DISTRESS, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY AGREE THAT WE WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR THE SERVICES. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SITE OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF ETH 0.01.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless TOKENSGATE, our subsidiaries and affiliated companies, and their officers, employees, directors, contractors and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to or/and use of the Site, the Services or the Content; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with any User. TOKENSGATE may assume the exclusive defense and control of any

matter for which you have agreed to indemnify TOKENSGATE and you agree to assist and cooperate with TOKENSGATE in the defense or settlement of any such matters.

English Language

In the event of a conflict between these Terms and a foreign language version of our Terms of Use, the English language version of these Terms govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

International Use

We do not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the Site, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the Site is prohibited from territories where the Site's Content is illegal.

You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by Governmental Entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), entities and persons (collectively, "Embargoed Targets"). You represent and warrant that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law. You agree to comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you agree not to (a) directly or indirectly export, re-export, transship or otherwise deliver any products, services, technology or information of any portion thereof to an Embargoed Target or (b) broker or otherwise facilitate any transaction in violation of any Economic Sanctions Laws.

Cooperation with Authorities and Police Enforcement

We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Service when requested.

Modifications

We may occasionally modify the Terms of Use or the Privacy Policy. All changes will be effective upon posting on the Site. You can determine when the Terms of Use or the Privacy Policy were last revised by referring to the "Last Updated" legend at the top of the page. You agree to be bound by any such changes if you continue to use the Site after such changes have been posted. We may change, restrict access to, suspend or discontinue the Site, or any portion of the Site, at any time.

Right to Discontinue Services; Termination

TOKENSGATE may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the Site, the and the Services (or any part thereof) and/or deactivate or cancel your TOKENSGATE account or Project. You may also cancel your TOKENSGATE account at any time by sending us an email at info@TOKENSGATE.com. Termination may result in the forfeiture and destruction of all information associated with your account. You may terminate your account by following the instructions on the Service, but we may retain your account information after you terminate in accordance with our regulatory, accounting, and legal compliance procedures. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR TERMINATION OF YOUR ACCESS TO THE SITE OR THE SERVICES. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Copyright Notice Policy

TOKENSGATE respects copyright law and expects its Users to do the same. Please see TOKENSGATE's Copyright Notice Policy at [\[add link\]](#) for further information.

No Legal Advice
Nothing contained in this Agreement or the Service constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

Notification Procedures
You agree that TOKENSGATE may provide notifications to you via email, hard copy notice, or through posting on our Site.

Absence of guarantees of income or profit

There is no guarantee that Tokensgate investment through Tokensgate Smart Wallets will grow in value. If it happens, there are no guarantees that the rate of Tokensgate Smart Wallet assets will not decrease, including significantly, due to some unforeseen events, or events over which the developers have no control, or because of force majeure circumstances.

Risks associated with Ethereum

Some Tokensgate bought tokens can be issued on the Ethereum blockchain. Therefore, any failure or malfunctioning of the Ethereum protocol may lead to the trading network of Tokensgate bought tokens working unexpectedly.

Regulatory uncertainty

Blockchain technologies are subject to supervision and control by various regulatory bodies around the world. Tokensgate bought tokens may fall under one or more requests or actions on their part, including but not limited to restrictions imposed on the use or possession of digital tokens, which may slow or limit the functionality or repurchase of Tokensgate bought tokens in the future.

By sending cryptocurrency to purchase tokens through the Tokensgate Smart Contracts , you represent and warrant that:

1. Your purchase of tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to,
 - (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the tokens and entering into contracts with the tokens emitents.,
 - (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and
 - (iii) any governmental or other consents that may need to be obtained;
- (b) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of tokens; and
- (c) You are not a citizen or resident of a geographic area in which acceptance of delivery of the tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

The regulatory status of the tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including tokens. Regulatory actions could negatively impact the tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. TOKENSGATE may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Tokensgate tokens purchase is not an investment

Tokensgate tokens purchase are not official or legally binding investments of any kind. Tokensgate tokens are designed to be used inside Tokensgate platform. Despite the fact that we intend to reach all goals described in this document, all persons and parties involved in the purchase of Tokens do so at their own risk.

Quantum computers

Technical innovations, like the development of quantum computers, may pose a danger to cryptocurrencies, including purchased tokens

Risk of losing funds

Funds collected in fundraising are in no way insured. If they are lost or lose their value, there is no private or public insurance representative that buyers can reach out to.

Returning funds

If a campaign does not end successfully, is canceled by its Project creator or moderators, the funds are stay on the tokensgate smart contract and can be managed when tokensgate smart contract wallet will be transferred in case of ownership to User.

Risks of using new technologies

Blockchain and tokens are a new and relatively untested technology. In addition to the risks mentioned in this document, there are certain additional risks that the team of the TOKENSGATE platform cannot foresee. These risks may manifest themselves in other forms of risk than those specified herein.

Crowdfunding

The TOKENSGATE platform disclaims any and all responsibility or liability in relation to any obligations made by tokens emitent of supported projects to Users who bought their digital tokens through the TOKENSGATE platform. The TOKENSGATE is not a part of a contract between Project creator and User.. The function of the TOKENSGATE platform is only to provide online software asset managing platform and entities that wish to raise cryptocurrencies for causes and projects they care about. The Project creator/ Business owners is solely responsible for fulfilling the promises made in their project.

Integration

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Contract. All previous agreements, discussions, presentations, warranties, and conditions are combined in this document. There are no warranties, representations, conditions, or agreements, express or implied, between the parties, except those explicitly stated in this Agreement. This Agreement may be changed or amended only by a written document duly executed by the parties.

Miscellaneous

1. Reservation of Rights. We reserve all rights not expressly granted by this Agreement.
2. Dispute resolution. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. In the event of a dispute, the courts of the Republic of Singapore shall have absolute and exclusive jurisdiction.
3. Material Terms. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by us to provide the Site.
4. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and

conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of this Agreement.

5. Assignment; Waiver. You may not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

6. Complete Agreement. This Agreement, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by we, constitutes the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the Site with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral. This Agreement may not be amended by the user. This Agreement supersedes any previous quotations, correspondence, or other communications, written or oral, between you and us.